

APPLE FIELDS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made by and between the **City of Appleton** by its City Council, a body politic and municipal corporation with a mailing address of 100 North Appleton Street, Appleton, WI 54911 (“City”) and **Doctors Properties, LLC**, a corporation with a business address of P.O. Box 265 Neenah, WI 54957, the owner and developer (“Developer”) of property lying within the City of Appleton:

WHEREAS, Section 17-3 of the Appleton Municipal Code provide for the installation of required improvements in new subdivisions; and

WHEREAS, the Developer has proposed to develop the Apple Fields residential subdivision on property within the corporate limits of the City (“Proposed Development”), described in *Exhibit 1* (Legal Description provided by Developer) attached hereto; and

WHEREAS, the Final Plat of the Apple Fields Subdivision, shown in *Exhibit 2* (provided by Developer) attached hereto, has been conditionally approved by the City; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the Proposed Development; and

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the Proposed Development;

NOW THEREFORE, it is mutually agreed as follows:

1. The Developer shall be responsible for the installation of all the following in the Proposed Development, to the standards set forth by the City, pursuant to paragraph 4 below:

- a. Sanitary sewer mains, maintenance holes and laterals
- b. Water mains, valves, hydrants, hydrant leads, fittings, and services
- c. Storm sewer mains, maintenance holes, catch basins, inlet leads, overland flow paths, yard drains and associated piping and laterals
- d. Street excavation and graveling, terrace seeding, lot filling, grading and seeding and all associated construction site erosion control measures, with fill to consist of clay fill in the streets.
- e. Street Lights
- f. All other infrastructure required for the developments not specifically set forth in this agreement

2. The Developer shall provide the City an estimate for items 1a – 1f prior to the installation of the items for the development.

3. The Developer shall provide fully executed and signed *Waivers of Special Assessment Notices and Hearing* (shown in **Exhibit 3**) for the development, acknowledging consent to pay Special Assessments levied by the City for the following items to be furnished and/or installed by the City:

- a. City Administrative Fees
- b. Temporary Asphalt Street Surface
- c. Sanitary Area Assessment
- d. Storm Water Area Assessment (Holland Pond)
- e. Televising of sanitary and storm sewer lines
- f. Street Name Signs
- g. Traffic Control Signs
- h. Concrete Pavement abutting lots owned by the Developer at the time of concrete paving
- i. Sidewalks installed on lots owned by the Developer at the time of concrete paving

Estimates of up-front City costs and associated special assessments to be paid by the Developer for items 3a – 3i for the development are attached hereto as **Exhibit 4**. The actual final costs for items 3a-3i will be used as the basis for the special assessments billed to the Developer.

4. The Developer shall provide the City with copies of all final costs, invoices, labor costs, the contract documents and specifications, design documentation, all contract administration supporting documentation, an itemized list of all expenses for the installation of sanitary sewer, storm sewer, water main, street excavation and graveling and street lights for the Proposed Development. Said information provided by Developer shall be provided within 60 days of installation and shall meet City's Infrastructure Adjustment Form requirements. The Developer's design engineer shall perform the construction staking and the City shall inspect the same.

5. The Developer's contractor shall perform the testing of the water main, sanitary sewer, storm sewer and compaction of fill material placed in future roadway areas in the Proposed Development under the supervision of City inspectors.

6. The Developer shall provide lien waivers to the City from prime contractor, subcontractors, suppliers and consultants within 60 days of the installation of the items in paragraph 1.

7. The Developer agrees to convey by deed, dedication, or other appropriate means, to the City all the streets, roads, courts, avenues, drives, public ways, sanitary sewer, storm sewer, water main, and storm water facilities in the Proposed Development. Developer further agrees to convey any public access ways by dedication or easement to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the Proposed Development and this agreement.

8. The City agrees to accept the dedication of all the Public Improvements in the Proposed Development, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements in accordance with and subject to the terms of the City's Subdivision Ordinance.

9. The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at its own cost, any damage caused to City property by the installation of the improvements in the Proposed Development. Repairs shall be completed within six (6) months of notification from the City to the Developer of the need to repair or replace such damage.

10. The Developer shall pay the cost of all items listed under Paragraph 1 above. Concrete Paving and sidewalks will be assessed to the abutting property owners and the Developer will be assessed for only the cost of those lots owned by the Developer. Concrete streets shall be installed only after 75% of the lots in the Proposed Development have been issued building permits or after a 7-year period from the date of official street opening, whichever comes first.

11. The schedule for the Proposed Development shall be as follows:

- a. Infrastructure installation may commence after City approval of the Final Plat, Drainage Plan, Established Grades, Storm Water Management Plan, Construction Plans, Construction Specifications and procurement of all necessary City and Regulatory Agency permits, unless an Early Start is approved by the City Engineer.
- b. Building permits may be issued upon City approval and acceptance of all infrastructure. Streets must be officially opened to the public by the City Engineer prior to the issuance of building permits.

12. The developer shall pay any required parkland fees pursuant to Chapter 17 of the Appleton Municipal Code, not to exceed \$300 per lot.

13. The City shall reimburse Developer up to \$17,000 towards the costs of the required CLOMR and bridge infrastructure upon completion of said structure.

14. The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

15. The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and streetlights in the Proposed Development. The City shall review the proposed locations and have approval authority over any utilities proposed within the public right-of-way, prior to installation. The City standard for streetlights is wooden poles. The street lighting plan shall be designed by We Energies and approved by the City. The City shall pay We Energies the monthly electrical charge for street lighting. If the Developer desires decorative streetlights, then the Developer shall be responsible for all costs associated with the decorative streetlights, above the standard wood pole equivalent costs. The Developer shall be responsible for requesting said decorative lights from WE Energies. The Developer must also sign a Waiver of Special Assessments document for the annual assessments associated with decorative lighting.

16. The City represents and warrants to Developer that they have the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement.

- a. The City represents and warrants to Developer that they are empowered and authorized to execute and deliver this Agreement and other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered, will be duly executed and delivered on behalf of the City.

- b. When executed and delivered to Developer, all such agreements shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with their terms.

17. The Developer represents and warrants to the City that Developer is a Limited Liability Company, duly organized and existing under the laws of the State of Wisconsin, and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

18. The Developer represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the execution and delivery of the documents required to be executed, delivered or acknowledged by Developer at the closing will not violate any provision of Developer's operating agreement or any applicable statute, rule, regulation, judgment, order or decree of the State of Wisconsin or a court having jurisdiction over Developer or its property.

19. The Agreement shall be effective as of the date of execution thereof and remain in effect until the earliest of: (a) the Developer notifies the City that the Proposed Development has been terminated, (b) upon the mutual agreement of the Parties to terminate the Agreement, or (c) if one (1) year after the date of execution the Developer not take any further action on the Proposed Development.

20. This Agreement, along with *Exhibits 1 through 4* sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written.

21. It is understood and agreed that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

22. This Agreement may not be modified or amended, except when placed in writing, with the written consent of the City and the Developer.

[SIGNATURE PAGE TO FOLLOW]

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[SIGNATURE PAGE TO FOLLOW]

Doctors Properties, LLC

By: Hungliang Chou

By: _____

Printed Name: Hungliang Chou

Printed Name: _____

Title: Managing Member

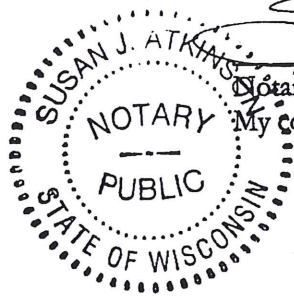
Title: _____

STATE OF WISCONSIN)

Winnebago COUNTY)

: ss.

Personally came before me on this 28th day of July, 2021, the above-named persons, Hung Liang Chou and _____, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Susan J. Atkins
Notary Public, State of Wisconsin
My commission is/expires: 3-6-2022

CITY OF APPLETON

By: _____
 Jake Woodford, Mayor

By: _____
 Kami Lynch, City Clerk

STATE OF WISCONSIN)
 : ss.
 OUTAGAMIE COUNTY)

Personally came before me on this _____ day of _____, 2021, the above-named Jake Woodford and Kami Lunch, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

 Notary Public, State of Wisconsin
 My commission is/expires: _____

Provision has been made to pay the liability that will accrue under this contract.

Approved as to Form:

 Tony Saucerman, Director of Finance

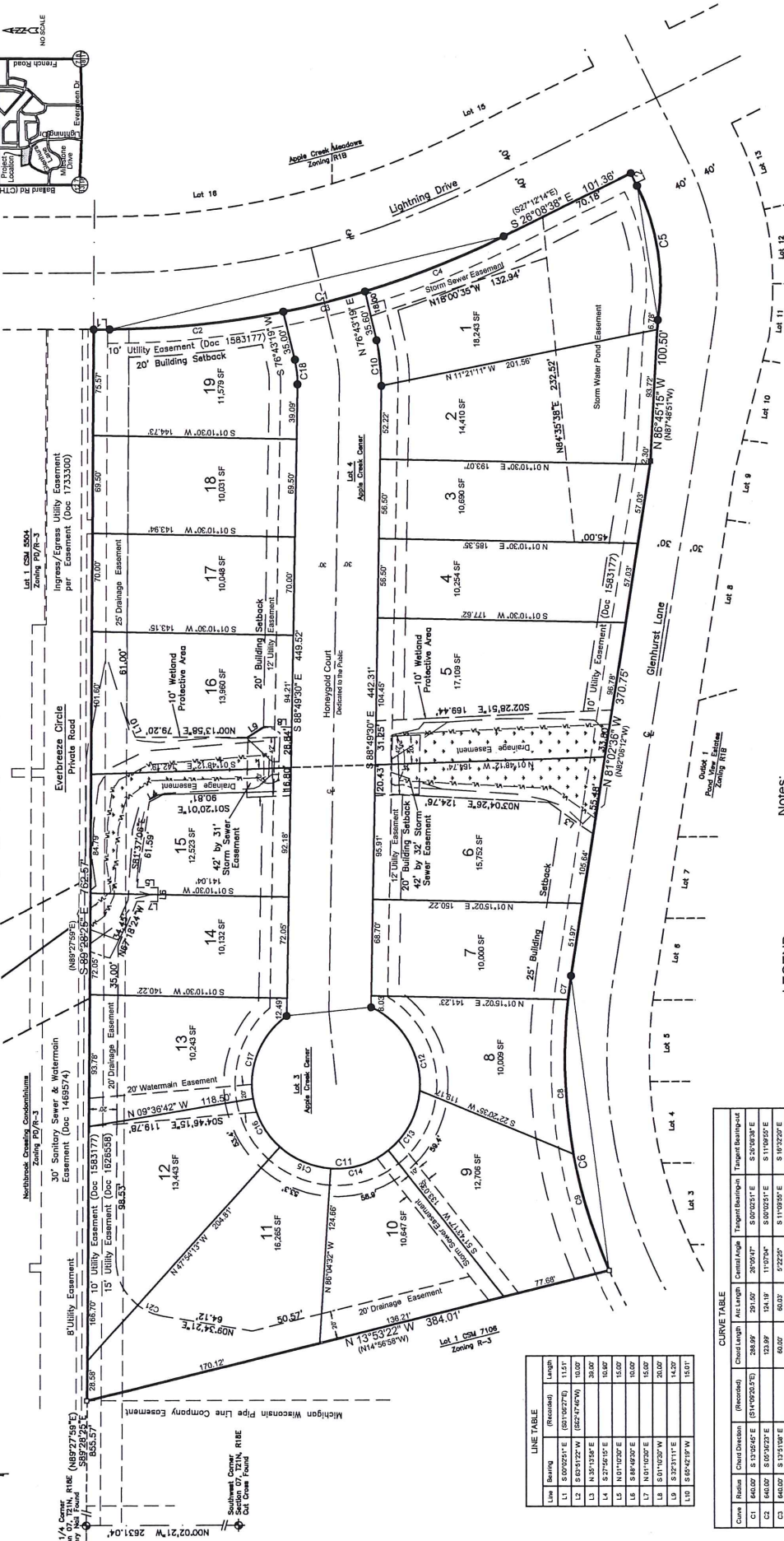
 Christopher Behrens, City Attorney

Apple Fields

All of Lot 3 and part of the Fractional Northwest 1/4 of the Southwest 1/4 and Lot of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin



Bearings are referenced to the West line of the Southwest 1/4, Section 07, T21N, R17E, Outagamie County Coordinate System.



NOTES:

- All linear measurements have been made to the nearest one foot.
- All bearings are computed and measured to the nearest second.
- Maintenance of all Drainage Easements and Storm Water Pond Easements within the lot division or serving this Subdivision are the responsibility of the owner of the lot or lots served by the conveying and managing abutment through the plat.
- Upon failure of the property owner to perform maintenance of the drainage easements, the City of Appleton reserves the right to perform maintenance under protest. The payment of the maintenance and repairs shall be assessed among the property owners of this subdivision in an equal proportion to the area of the easement. The City of Appleton shall be assessed to the specific property owner(s).

LEGEND

- 1" Iron Pipe Found
- Cut Cross Set
- 1/2" x 30" Steel Rebar @ 4.30bL/F SET
- 1/2" x 24" Steel Rebar @ 1.50bL/F SET
- All Other Corners
- Lot Areas in Square Feet
- Recorded AS
- Existing Paved Area
- Ordinary High Water Mark
- Floodplain
- Floodplain
- Delineated Wetlands

Curve	Radius	Chord Distance	(Bearing)	Chord Length	As Length	Central Angle	Tangent Bearing/Point
C1	146.00'	S 13°25'45"E	(S14°02'25"E)	286.99'	291.25'	26°29'14"	S 92°02'51"E S 20°20'28"E
C2	146.00'	S 13°25'45"E	(S14°02'25"E)	128.89'	124.19'	11°07'34"	S 92°02'51"E S 17°09'52"E
C3	146.00'	S 13°25'45"E	(S14°02'25"E)	60.00'	60.00'	5°22'20"	S 92°02'51"E S 16°22'20"E
C4	146.00'	S 13°25'45"E	(S14°02'25"E)	30.00'	30.00'	2°41'10"	S 92°02'51"E S 15°35'10"E
C5	146.00'	S 13°25'45"E	(S14°02'25"E)	15.00'	15.00'	1°20'35"	S 92°02'51"E S 14°48'05"E
C6	146.00'	S 13°25'45"E	(S14°02'25"E)	7.50'	7.50'	0°40'17"	S 92°02'51"E S 14°10'17"E
C7	146.00'	S 13°25'45"E	(S14°02'25"E)	3.75'	3.75'	0°20'09"	S 92°02'51"E S 13°45'09"E
C8	146.00'	S 13°25'45"E	(S14°02'25"E)	1.875'	1.875'	0°10'04"	S 92°02'51"E S 13°22'34"E
C9	146.00'	S 13°25'45"E	(S14°02'25"E)	0.9375'	0.9375'	0°05'02"	S 92°02'51"E S 13°05'02"E
C10	146.00'	S 13°25'45"E	(S14°02'25"E)	0.46875'	0.46875'	0°02'31"	S 92°02'51"E S 12°52'31"E
C11	146.00'	S 13°25'45"E	(S14°02'25"E)	0.234375'	0.234375'	0°01'16"	S 92°02'51"E S 12°41'16"E
C12	146.00'	S 13°25'45"E	(S14°02'25"E)	0.1171875'	0.1171875'	0°00'38"	S 92°02'51"E S 12°30'38"E
C13	146.00'	S 13°25'45"E	(S14°02'25"E)	0.05859375'	0.05859375'	0°00'19"	S 92°02'51"E S 12°20'19"E
C14	146.00'	S 13°25'45"E	(S14°02'25"E)	0.029296875'	0.029296875'	0°00'09"	S 92°02'51"E S 12°10'09"E
C15	146.00'	S 13°25'45"E	(S14°02'25"E)	0.0146484375'	0.0146484375'	0°00'04"	S 92°02'51"E S 12°04'04"E
C16	146.00'	S 13°25'45"E	(S14°02'25"E)	0.00732421875'	0.00732421875'	0°00'02"	S 92°02'51"E S 11°58'02"E
C17	146.00'	S 13°25'45"E	(S14°02'25"E)	0.003662109375'	0.003662109375'	0°00'01"	S 92°02'51"E S 11°52'01"E
C18	146.00'	S 13°25'45"E	(S14°02'25"E)	0.0018310546875'	0.0018310546875'	0°00'00"	S 92°02'51"E S 11°46'00"E

Lot	Bearing	(Bearing)	Length
1	S 0°00'00"E	(S0°00'00"E)	11.51'
2	S 0°00'00"E	(S0°00'00"E)	10.00'
3	S 0°00'00"E	(S0°00'00"E)	10.00'
4	S 0°00'00"E	(S0°00'00"E)	10.00'
5	S 0°00'00"E	(S0°00'00"E)	10.00'
6	S 0°00'00"E	(S0°00'00"E)	10.00'
7	S 0°00'00"E	(S0°00'00"E)	10.00'
8	S 0°00'00"E	(S0°00'00"E)	10.00'
9	S 0°00'00"E	(S0°00'00"E)	10.00'
10	S 0°00'00"E	(S0°00'00"E)	10.00'
11	S 0°00'00"E	(S0°00'00"E)	10.00'
12	S 0°00'00"E	(S0°00'00"E)	10.00'
13	S 0°00'00"E	(S0°00'00"E)	10.00'
14	S 0°00'00"E	(S0°00'00"E)	10.00'
15	S 0°00'00"E	(S0°00'00"E)	10.00'
16	S 0°00'00"E	(S0°00'00"E)	10.00'
17	S 0°00'00"E	(S0°00'00"E)	10.00'
18	S 0°00'00"E	(S0°00'00"E)	10.00'
19	S 0°00'00"E	(S0°00'00"E)	10.00'
20	S 0°00'00"E	(S0°00'00"E)	10.00'

There are no objections to this plan with respect to the above described lots and easements. The Wisconsin Statute is provided by s. 236.12, Wis. Stat. Certified _____ 20____ Department of Administration

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
CIVIL ENGINEERING CONSULTANTS
1184 Province Terrace, Menasha, WI 54952
Ph: 920.929.4400 Fax: 920.929.4004

James R. Schirer PLS 2682 Data
File: 55251.mxd
Date: 11/11/2021
Drawn By: Jim
Sheet: 1 of 3
Revision Date: Sep 01, 2021

Access Restriction Note:
Lighting poles, both which are public light of way, and Everbreeze Circle, a private road.

Apple Fields

All of Lot 3 and Lot 4, Apple Creek Center, being located in part of the Fractional Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 279,377 Square Feet (6.4136 Acres) of land more or less, subject to all easements, and restrictions of record.

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING
UNDER S. 66.60, WISCONSIN STATUTES

The undersigned owner(s) of property benefited by the following proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin to wit:

Apple Fields Development

The undersigned owner(s) of property benefited by the above-proposed public improvement to be made by the City of Appleton, Outagamie-Calumet-Winnebago County, Wisconsin, in consideration of the construction of said improvement will benefit our property and consent to the levying of special assessments against our premises under S. 66.60 of the Wisconsin Statutes, for the cost of such improvement.

In accordance with S. 66.60 (18) of the Wisconsin Statutes, I (we) hereby waive all special assessment notices and hearings required by S. 66.60, and I (we) hereby further agree and admit that my (our) property is specially benefited by the above described municipal work or improvement as contemplated by Sec. 66.60 (1)(a) Wisconsin Statutes.

Street Address

Signature of Owner

Date

P.O. Box 265, Neenah, WI 54957-0265

Hungling Chen

7/28/2021

or 3033 W. Spencer St., Suite 102, Appleton, WI 54914

////////////////////////////////////
OFFICE USE ONLY

FIELD NOTES:

Unit No. _____

Inspector/Surveyor Name _____

Date sidewalk/apron marked _____

Total amount of sidewalk to be replaced _____

Of that total, what amount is due to tree damage _____

Apron: Type of existing surface _____ Size of existing apron _____

Date given to Field Supervisor _____

Date returned to office _____

White (original) Blue (inspector) Green (project engineer)

Apple Fields Subdivision			
Developer: Doctors Properties, LLC			
EXHIBIT 4	Number of Lots :	19	Notes / Comments
	Total Lot Area (SF) :	238,044	
	Total C/L Footage (LF) :	598	
	Total Pavement Area (SF) :	25,527	
City of Appleton Costs (Assessed) <i>Estimated</i>	Administrative Fees (Engineering, Inspection, Survey)	\$11,960.00	\$20.00 per c/l foot
	Temporary Asphalt Pavement	\$42,545.00	\$15.00 per square yard
	Sanitary Sewer Area Assessment	\$3,927.73	\$16.50 per 1000 s.f.
	Sanitary & Storm Sewer Televising	\$897.00	\$1.50 per c/l foot
	Holland Pond (assessed to lot owner at time of building permit application)	\$6,569.82	\$345.78 per lot
	Street Name / Traffic Control Signs	\$897.00	\$1.50 per c/l foot
	Concrete Pavement	\$17,940.00	\$60.00 per front ft. (for 25% of lots)
	Sidewalks - at time of Concrete Pavement	\$8,970.00	\$30.00 per front ft. (for 25% of lots)
	SUBTOTAL	\$93,706.55	
	Developer Costs And Responsibility <i>Estimated</i>	Bridge / CLOMR	\$29,575.00
Sanitary Sewer		\$38,660.00	
Storm Sewer		\$95,697.00	
Water Main		\$50,485.00	
Sanitary Laterals		\$29,162.00	
Storm Laterals		\$29,065.00	
Water Services		\$30,203.00	
Grading & Graveling		\$62,977.00	
Street Lights		\$12,000.00	
Private Electric		\$22,660.00	
Private Gas		\$15,900.00	
SUBTOTAL		\$416,384.00	
PROJECT TOTALS		\$510,090.55	